



# City of Norfolk

## INFORMAL REQUEST FOR PROPOSAL (IRFP)

5303-0-2017/MF

### EXECUTIVE FACILITATION SERVICES

Office of the Purchasing Agent

Attn: Melinda Fenton

232 E. Main Street, Suite 250

Norfolk, VA 23510

757-823-4589

Melinda.fenton@norfolk.gov

#### Due Date and Time:

**06/29/2017 at 2:00 p.m. Eastern Time**

**ACKNOWLEDGE RECEIPT OF ADDENDA: #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ (Please Initial)**

THE UNDERSIGNED AGREES TO PERFORM ANY AGREEMENT AWARDED AS A RESULT OF THIS IRFP, IN ACCORDANCE WITH THE REQUIREMENTS AND TERMS & CONDITIONS SPECIFIED HEREIN. THE SIGNATURE BELOW SHALL BE PROVIDED BY AN AGENT AUTHORIZED TO BIND THE COMPANY. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN REJECTION OF THE PROPOSAL.

Company Legal Name:	
VA State Corporation Commission No.:	
Bidder Contact Name:	
Bidder Contact Email Address:	
Bidder Contact Telephone Number:	
Authorized Agent Signature:	
Authorized Agent Name (Printed):	
Address:	
Date of Proposal:	

## **SECTION I**

### **PURPOSE AND SCOPE OF SERVICES**

#### **I. PURPOSE**

The purpose of this Informal Request for Proposals (“IRFP”) is to establish partnerships with one or more qualified contractors who can provide consultation and group facilitation services on an as-needed basis for City of Norfolk (“City”) organizational leaders at all levels including executive and elected officials.

#### **II. SCOPE OF SERVICES**

- a. Contractor shall provide facilitation services to support the City’s leadership and executive staff in the facilitation of workshops and meetings. The purpose of the workshops and meetings may include, but is not limited to, strategic planning, problem-solving, decision-making, idea generation, information sharing, gathering community input, analysis, and action planning. The Contractor may work with intact teams or ad-hoc groups.
- b. During the course of facilitation, additional needs may arise and the Contractor must be able to provide organizational development services including: leadership development, teambuilding, coaching, conflict resolution, and change management.
- c. Contractor may be required to meet with the City to jointly discuss the meeting format and goals. The Contractor will identify the appropriate meeting format and utilize facilitation techniques tailored to the needs of each City client.
- d. Contractor may be requested to work with internal City staff to co-facilitate larger group discussions.
- e. Contractor shall possess a solid understanding of the City’s Vision, priorities, values, strategy, business environment, and culture.
- f. Contractor must develop and maintain a positive relationship with the City’s leadership.

## SECTION II – INSTRUCTIONS TO OFFERORS

**A. Contact with City Staff, Representatives, and/or Agents:**

Direct contact with City staff, representatives, and/or agents other than the Issuing Office staff on the subject of this IRFP or any subject related to this IRFP is expressly prohibited except with the prior written permission of the Contracting Officer.

**B. Offerors of Record:**

Offerors receiving a copy of this IRFP from a source other than the Issuing Office or eVA ([www.eva.virginia.gov](http://www.eva.virginia.gov)) shall contact the Issuing Office to confirm registration.

**C. Pre-proposal Conference:** N/A

**D. Questions and Addenda:**

Offerors shall carefully examine this IRFP and any addenda. Offerors are responsible for seeking clarifications, in writing, of any ambiguity, conflict, omission, or other errors in this IRFP. Questions shall be addressed to [Melinda.fenton@norfolk.gov](mailto:Melinda.fenton@norfolk.gov). If the answer materially affects this IRFP, the information will be incorporated into an addendum and posted on the City's website and on eVA. This IRFP and any addenda shall be incorporated, by reference, into any resulting Agreement. Offerors are responsible for checking eVA or with the Issuing Office within 48 hours prior to the proposal closing to secure any Addendum issued as part of this IRFP.

Oral comments and/or instructions do not form a part of this IRFP. Changes or modifications to this IRFP made prior to the date and time of closing will be addressed by addendum from the Issuing Office. This IRFP and any addenda will be incorporated, by reference, into any resulting agreement.

**E. Offeror Obligation:**

Offeror shall carefully examine the contents of this IRFP and any subsequent addenda and inform itself fully of the conditions relating to services required herein. Failure to do so shall not relieve the successful offeror of its obligation to fulfill the requirements of any agreement resulting from this IRFP.

**F. Anti-Collusion:**

Collusion or restraint of free competition, direct or indirect, is prohibited. Offerors are required to execute the anti-collusion statement. See Attachment A.

**G. Ethics in Public Contracting:**

Offeror shall familiarize itself with Chapter 33.1, Article VII (§§ 33.1-86 through 33.1-93) of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "ETHICS IN PUBLIC CONTRACTING," including the additional statutes set forth in § 33.1-86 thereof, which are

attached. The offeror shall abide by such provisions in submission of its proposal and performance of any agreement if awarded. See Attachment B.

**H. Nondiscrimination:**

The Contractor agrees that it will adhere to the nondiscrimination requirements set forth in Code of the City of Norfolk § 33.1-53 which will be incorporated into any agreement awarded. See Attachment C.

**I. Debarment Certification:**

The certification regarding debarment, suspension, proposed debarment, and other responsibility matters attached to this IRFP must be executed and returned with proposal. See Attachment D.

**J. Compliance with Federal Immigration Law:**

Offeror shall certify that, at all times during which any term of an agreement resulting from this IRFP is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an “unauthorized alien” shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324e of the United States Code or the U.S. Attorney General. See Attachment E.

**K. Authorization to Transact Business in the Commonwealth:**

The Contractor shall certify that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. See Attachment F.

**L. Schedule of Events:**

Event	Date
IRFP Issued	06/13/2017
Proposals Due	06/29/2017 at 2:00 pm Eastern Time
Agreement Begins	On or about August 1, 2017

**M. Proposal Submission:**

Proposals meeting the requirements set forth in Section IV shall be submitted by hand or delivered in a sealed envelope no later than the time and date deadline specified in this IRFP to:

City of Norfolk, Virginia  
Office of the Purchasing Agent  
232 E. Main Street, Suite 250  
Norfolk, VA 23510

**N. Preparation of Proposals:**

In presenting their proposals, offerors are encouraged to be thorough in addressing the specific requirements and scope of work in the IRFP, and the Proposal Submittal Requirements as set forth in Section IV. It is solely the offeror's responsibility to ensure that all pertinent and required information is included in its proposal. Failure to adhere to the format set forth in Section IV and to include the required information could result in a poor evaluation of the offeror's proposals. The City reserves the right to determine if a proposal is incomplete.

**O. Proprietary Information/Non-Disclosure:**

Offeror is advised that City Code section 33.1-9 and Section 2.2-4342 of the Code of Virginia, 1950, as amended, shall govern public inspection of all records submitted by Offeror. Specifically, if Offeror seeks to protect any proprietary data or materials, pursuant to Section 2.2-4342, Offeror shall invoke the protections of this section prior to or upon submission of the data or other materials, provide a statement that identifies the data or other materials to be protected and that states the reasons why protection is necessary. Submit trade secrets, confidential documents or other proprietary information under separate cover in a sealed envelope clearly marked "PROPRIETARY".

Information submitted that does not meet the above requirements will be considered public information in accordance with State statutes. References to the proprietary information may be made within the body of the proposal; however, all information contained within the body of the proposal shall be public information in accordance with State statutes. Trade secrets, confidential documents or proprietary information submitted by an offeror in conjunction with this IRFP are not subject to public disclosure under the Virginia Freedom of Information Act ("VFOIA"). Information submitted that does not meet the above requirements will be considered public information in accordance with the VFOIA. An all-inclusive statement that the entire Proposal is proprietary and/or confidential is unacceptable. A statement that offeror's costs and/or proposal pricing are to be protected is unacceptable. Offeror will be requested to remove any such statement(s) in order to be eligible for further consideration.

**P. Exceptions to the City's Contractual Terms and Conditions:**

Identify any exceptions to the City's Agreement Terms and Conditions (set forth in Section III), including any proposed revision(s), and an explanation of why any such revision is needed. For each exception, offeror will specific the IRFP page number, section number, and the exception taken. Offeror must not incorporate its standard agreement document into its proposal, by reference or in full text, without listing each exception it represents to the terms and conditions of this IRFP.

**Q. IRFP Closing:**

Offeror shall ensure its Proposal is delivered to and is time stamped by the Issuing Office no later than the Closing Date and Time shown on the cover page of this IRFP. Proposals received after the specified date and time will not be considered and will be returned to the offeror unopened.

**R. Proposal Binding For One-hundred Eighty (180) Days:**

Offeror agrees that its proposal shall be binding and may not be withdrawn for a period of one-hundred eighty (180) calendar days after the scheduled closing date of this IRFP.

**S. Cost incurred in Responding:**

This IRFP does not commit the City to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.

**T. Disposition of Proposals:**

On receipt by the City, all materials submitted in response to this IRFP will become the property of the City. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and subject to the Virginia Freedom of Information Act ("VFOIA") provisions.

**U. Proposal Evaluation Process:**

Evaluation of proposals will be within the discretion of the City. It is the intent of this IRFP that all services be prepared complete in all respects without need by the City for engaging separate technical expertise of services. Upon receipt of the proposals, the City will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

Criterion	Points
COMPLETENESS OF PROPOSAL	10
EXPERIENCE/QUALIFICATIONS	40
APPROACH/CAPABILITY	30
PRICE	20
TOTAL	100

**V. Presentations:**

If, in the City's opinion, offeror presentations or demonstrations of the proposal are warranted, the City will notify the selected offerors. Such presentation or demonstration will be at a City site at a date and time mutually agreed to between the City and offeror. Travel will be at the offeror's expense.

**W. Award:**

The award of an agreement(s) shall be at the sole discretion of the City. Award(s) will be made to the Offeror whose proposal is determined to be most advantageous to the City, taking into consideration the evaluation factors set forth in this IRFP. The City reserves the right to cancel the solicitation and to waive informalities. The City also reserves the right to enter into any agreement deemed to be in its best interest, including the award of an agreement to more than one offeror.

Offerors shall submit proposals, in accordance with the IRFP requirements and maintain compliance with all federal, state and local laws and regulations. The City further reserves the right to make award(s) based on initial proposals submitted without further discussion of the proposals or deliberation. Therefore, the proposals should be submitted initially on the most favorable terms that the offerors can propose with respect to both price and technical capability. The contents of the proposal(s) of the selected offeror(s), as negotiated, will be incorporated and made a part of any City contractual obligation when the award is made. Proposals will be initially evaluated on the basis of the written material provided, with clarifications requested as needed by the Office of the Purchasing Agent.

**X. Protests:**

Any offeror, who desires to protest the award or decision to award an agreement, shall submit the protest in writing to the City's Office of Purchasing Services no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the City, in the manner prescribed in the terms or conditions of the IRFP.

No protest shall lie for a claim that the selected offeror is not a responsible offeror. Notwithstanding the requirements specified herein, and to be considered valid, the written protest shall be addressed to the City's Office of Purchasing Services and shall include the basis for the protest and the relief sought. The City shall issue a decision in writing stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in City Code §33.1-106. Nothing in this subsection shall be construed to permit an offeror to challenge the validity of the terms or conditions of the IRFP. Pending final determination of a protest or appeal, the validity of an agreement awarded and accepted in good faith in accordance with this chapter shall not be affected by the fact that a protest or appeal has been filed.

## **SECTION III – CONTRACT TERMS AND CONDITIONS**

### **CONTRACT TERM**

The agreement term shall be for an initial one (1) year term beginning on the date of the fully executed contract. The City reserves the exclusive option to renew the agreement for up to four (4) additional one (1) year periods by notifying the Contractor in writing

### **INSURANCE REQUIREMENTS**

Contractor will maintain during the term of the Agreement insurance of the types and in the amounts described below. All insurance policies affected by the Agreement will be primary and noncontributory to any other insurance or self-insurance maintained by the City, and will be written in an ISO form approved for coverage in the Commonwealth of Virginia. Policy limits may be met via either a singular policy, or in combination with primary and excess, or umbrella, insurance policies. All policies will provide that the Contractor will receive at least thirty (30) days written notice in the event of cancellation of, or material change in, any of the policies. Unless otherwise specifically approved by the City, all general liability and automobile/vehicle liability policies will include the City of Norfolk, Va. and its officers, employees, agents and representatives as "Additional Insured", and be written as an "occurrence" base policy. If the Contractor fails to maintain the insurance as set forth in the Agreement, the City has the right, but not the obligation, to purchase such insurance at Contractor's expense:

COMMERCIAL GENERAL LIABILITY INSURANCE ("CGL") with a limit of not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. CGL will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under insured agreement.

WORKER'S COMPENSATION INSURANCE providing coverage as required by applicable Federal and, or, States' statutes, and Employer's Liability Insurance. The limits of such policies will be at least \$500,000 per accident/disease, and policy limit of \$500,000.

AUTOMOBILE/MOTOR VEHICLE LIABILITY INSURANCE with a limit of not less than \$2 million combined single limit; or, Bodily Injury \$1,000,000 each person, \$2,000,000 accident, and Property Damage \$100,000 each accident. Such insurance must cover liability arising from any motor vehicle as defined by Commonwealth of Virginia laws and must include coverage for owned, hired and non-owned motor vehicles, as well as uninsured and underinsured motorists.

PROFESSIONAL/ERRORS & OMISSIONS LIABILITY INSURANCE that will protect the Contractor against legal liability from alleged negligence or errors and omissions, including personal injury, which may arise from the performance of the Contractor's duties and obligations under this contract, and for two years thereafter, whether such operations be by the Contractor, the Contractor's staff, or by any Subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits



of liability to be provided by such Professional Liability Insurance are \$1,000,000 each occurrence, \$2,000,000 aggregate.

#### **INSURANCE POLICIES/CERTIFICATE OF INSURANCE**

Contractor will furnish the City with a copy of the policies, or a certificate(s) of insurance evidencing policies, required in the Agreement. The certificate(s) will specifically indicate that the insurance includes any extensions of coverage required above. In the event of cancellation of, or material change in, any of the policies, the Contractor will notify the City within at least 14 days after receiving notice of such cancellation or policy change and provide evidence that insurance coverage is in place to meet the requirements of the agreement. If the Certificate indicates coverage applicable insurance policies will expire prior to completion of all terms of the Agreement, the CONTRACTOR will furnish a certificate of insurance evidencing renewal of such coverage to the CITY within 10 days of the effective date such renewal. All certificates will be executed by a duly authorized representative of each insurer, showing compliance with the requirements of the Agreement. Failure of the City, and, or the City's designated agents for the Agreement, to (1) demand such certificates or other evidence of full compliance with these requirements, and, or, (2) identify a deficiency from evidence that is provided, will not be construed as a waiver of the Contractor's obligation to maintain the insurance required in the Agreement.

**SUBCONTRACTOR'S INSURANCE:** The Contractor will require each of its Subcontractors to take out and maintain during the life of the subcontract insurance coverage of the same type and limits required of the Contractor for work performed by the sub-contractor. Each Subcontractor will furnish to the Contractor one (1) copy of policies or certificates of insurance, evidencing the applicable insurance. The Subcontractor will comply with the same requirements regarding indications of coverage, renewal and submission of policies as is required of the Contractor. The Contractor will furnish at least one copy the Sub-Contractor's policies/certificate to the City.

#### **DEFENSE AND INDEMNIFICATION**

The Contractor shall defend, indemnify and save harmless the City and its representatives from and against all losses and claims, demands, suits, actions, payments, and judgments arising from personal injury or otherwise, brought or recovered against the City and its representative by reason of any act, negligence or omission of the Contractor, its agents, servants or employees, in the execution of the contracted work, including any and all expense, legal and otherwise, incurred by the City or its representatives in the defense of claim or suit. This paragraph shall survive the expiration or termination of the Agreement.

#### **PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the City for work performed by any subcontractor under the Agreement:

- a. Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under the Agreement; or
- b. Notify the City and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the City for work performed by the subcontractor under the Agreement, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of the Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the City. An Agreement modification or Amendment to the Agreement may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

#### **FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Agreement.

The City shall not be held responsible for failure to perform its duties and responsibilities imposed by the Agreement if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the City that make performance impossible or illegal, unless otherwise specified in the Agreement.

#### **CITY OF NORFOLK BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 24 ("Licenses and Taxation") of the City of Norfolk Code, if applicable. For information on the provisions of that Chapter and its applicability to the Agreement, the Contractor must contact the City of Norfolk Business License Division, Office of the Commissioner of the Revenue, 810 Union Street, City Hall, First Floor, West Wing, Norfolk, Virginia 23510.

## **SUSPENSION OR TERMINATION OF AGREEMENT BY THE CITY**

The City, at any time, may order Contractor to immediately stop work on the Agreement, and/or by thirty (30) days written notice may terminate the Agreement, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing the Agreement whether completed or in process (unless otherwise directed by the notice).

- A. If the termination or stop work order is due to the failure of the Contractor to fulfill any of the Agreement obligations, the City may take over the Work and prosecute the same to completion by agreement or otherwise.
- B. Should the Agreement be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
- C. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under the Agreement and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

## **ASSIGNMENT**

Contractor shall not assign, transfer, subcontract, or otherwise dispose of its rights or duties under the Agreement to any other person, firm, partnership, company, or corporation without the previous consent in writing of the City.

## **INDEPENDENT CONTRACTOR**

Contractor shall at all times act as an independent contractor in the performance of the Agreement. Neither Contractor nor its employees or agents shall represent themselves to be, or be deemed to be, employees of the City.

## **SEVERABILITY**

If any provisions of the Agreement are held to be unenforceable, the Agreement shall be construed without such provisions.

## **WAIVER**

The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

## **CHANGES**

The Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

## **GOVERNING LAW AND VENUE**

This Agreement is made under and shall be construed according to the laws of the Commonwealth of Virginia. Venue, in the event of litigation, shall be in City of Norfolk.

## **ETHICS IN PUBLIC CONTRACTING**

Contractor hereby certifies that it has familiarized itself with §§33.1-86 through 33.1-93 of the Code of the City of Norfolk, Virginia, 1979, as amended, entitled "Ethics in Public Contracting," and further that all amounts received by Contractor, pursuant to this Agreement are proper and in accordance therewith.

## **NONDISCRIMINATION**

In the performance of the Agreement, Contractor agrees that it will adhere to the nondiscrimination requirements set forth in §33.1-53 of the Code of the City of Norfolk, Virginia, 1979, as amended.

## **DRUG FREE WORKPLACE**

During the performance of the Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a contractor by the City, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the agreement. As a condition of continued service on the agreement, any Contractor personnel assigned to this project may be required to submit to an alcohol/drug test at any time.

## **COMPLIANCE WITH FEDERAL IMMIGRATION LAW**

The Contractor shall certify that, at all times during which any term of an agreement resulting from this solicitation is in effect, it does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to

be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

#### **AUTHORIZATION TO TRANSACT BUSINESS IN THE COMMONWEALTH**

Contractor hereby represents that it is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

## SECTION IV – PROPOSAL SUBMITTAL REQUIREMENTS

### A. General:

Proposals must be submitted as one (1) hard copy containing an original longhand signature on the Proposal Cover Page, and two (2) additional copies, each including a photocopy of the original signed Proposal Cover Page (three (3) copies total), and one (1) electronic CD. Copies shall not deviate in any way from the original. The Cover Page must be signed by a person authorized to legally bind the offeror.

The Original Proposal and copies shall be submitted by hand or delivered in a sealed envelope no later than the time and date deadline specified in this IRFP to:

City of Norfolk, Virginia  
Office of the Purchasing Agent  
232 E. Main Street, Suite 250  
Norfolk, Virginia 23510  
IRFP 5303-0-2017/MF

The exterior of the envelope or package shall indicate the name of the offeror, the scheduled proposal submission date and time, and the number of the IRFP. The time and date of receipt shall be indicated on the envelope or package by the Office of the Purchasing Agent.

### B. Proposal Standards:

Proposal shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors and shall be submitted in a format outlined herein. Whenever possible, proposals submitted in response to this IRFP shall comply with the following guidelines:

- All copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- The use of plastic covers or dividers should be avoided;
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided; and
- Proposals shall address the below areas, not exceeding the stated page limitations (if any).
- The proposal shall be limited to a page size of 8 ½" x 11", single space and type size shall not be less than 10 point font for each response item. Note: for page-counting purposes, a page equals a one-sided sheet. If a page limit is not noted within the section below there is no page limit.

**C. Unnecessarily Elaborate Responses:**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this IRFP are not desired and may be construed as an indication of the respondent's lack of cost consciousness. Elaborate or expensive art work, paper, bindings, and visual and other presentations are neither necessary nor desired by the City.

**D. Format of Proposals:**

Offeror shall respond to this IRFP with a written proposal in the format outlined below. The proposal shall include, at a minimum, the following sections, each under separate tabs: Numbered tabs and dividers are required for each of the sections listed and in the order below:

- I. IRFP COVER PAGE
- II. EXECUTIVE SUMMARY
- III. EXPERIENCE AND QUALIFICATIONS
- IV. TECHNICAL APPROACH
- V. REFERENCE
- VI. FINANCIAL CAPABILITY
- VII. PRICE
- VIII. EXCEPTIONS TO THE CITY'S CONTRACTUAL TERMS AND CONDITIONS
- IX. ATTACHMENTS A, B, C, D, E, AND F, COMPLETED, SIGNED or INITIALED AS NECESSARY

**Offerors are required to submit the following items as a complete proposal:**

- I. IRFP COVER PAGE** **TAB I**  
Offeror shall complete the first page of the IRFP, sign and submit with their proposal.

- II. EXECUTIVE SUMMARY** **TAB II**  
Provide an executive summary to include overall capabilities and approach for accomplishing the services specified here. Provide any other information that you may consider significant, innovative, pertinent or otherwise relevant.

- III. EXPERIENCE AND QUALIFICATIONS** **TAB III**
- a. Resumes of proposed facilitators. Resumes should indicate education, background and recent relevant local government experience with facilitation at the executive level, facilitation of community groups, and organizational development services.
  - b. List and briefly describe facilitation and organizational development services currently provided by your firm.

- c. List five (5) clients for whom you have delivered facilitation services. List the name of the organization, contact name, telephone number, and size of organization. The client reference list should include a minimum of three (3) public sector organizations for which you have delivered facilitation services.

#### **IV. TECHNICAL APPROACH**

#### **TAB IV**

Provide a one-page summary describing an executive-level group facilitation intervention. Include a description of goal development, the format used for the meeting or workshop, facilitation techniques utilized, any additional organizational development support provided during the event or following, and how success was assessed.

#### **V. REFERENCE**

#### **TAB V**

- a. Provide a list of relevant experience that your firm has completed in the last 5 years, similar to the scope of services requested in Section IV above.
- b. List a minimum of three (3) relevant work efforts beginning with the most recent.
- c. For each work effort, provide the following information:
  - A brief description of the project
  - The dates during which the work was performed,
  - Key staff involved in the effort,
  - Your firm's role in the effort, and
  - The name, title, and phone number of the agency contact person

#### **VI. FINANCIAL CAPABILITY**

#### **TAB VI**

Provide an income statement and balance sheet from the most recent reporting period that demonstrates your firm's solvency.

#### **VII. PRICE**

#### **TAB VII**

Proposed hourly and package rates to include any additional fees, applicable charges, travel, per diem and/or subsistence costs.

#### **VIII. EXCEPTIONS TO THE CITY'S TERMS & CONDITIONS**

#### **TAB VIII**

Identify any exceptions to the City's Contractual Terms and Conditions, including any proposed revision(s), and an explanation of why any such revision is needed.

#### **IX. ATTACHMENTS**

#### **TAB IX**

Attachments A, B, C, D, E, and F completed, signed or initialed, as applicable.

Any other information which the Offeror feels should be considered in evaluating its proposal



## Attachment A: Anti-Collusion Statement

TO ALL OFFERORS: EXECUTE AND RETURN WITH PROPOSAL DOCUMENTS.

In the preparation and submission of this proposal, on behalf of \_\_\_\_\_ (name of offeror), we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS § 1 *et seq.*, or the Conspiracy to Rig Bids to Government statutes, Virginia Code §§ 59.1-68.6 through 59.1-68.8.

The undersigned offeror hereby certifies that this agreement, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, the City of Norfolk has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this proposal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## **Attachment B: Ethics in Public Contracting**

### **Sec. 33.1-86. - Purpose.**

The provisions of this chapter supplement, but do not supersede, other provisions of law including but not limited to, the State and Local Government Conflict of Interests Act (Virginia Code, § 2.1-639.1 et seq.), the Virginia Governmental Frauds Act (Virginia Code, § 18.2-498.1 et seq.), and Articles 2 (Virginia Code, § 18.2-438 et seq.) and 3 (Virginia Code, § 18.2-446 et seq.) of Chapter 10 of Title 18.2 (related to bribery). The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 2, 6-30-87)

### **Sec. 33.1-87. - Proscribed participation by public employees in procurement transactions.**

Except as may be specifically allowed by provisions of the State and Local Government Conflict of Interests Act (Virginia Code, section 2.1-639.1 et seq.), no public employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

1. The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or
2. The employee, the employee's partners, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five (5) percent; or
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84; Ord. No. 34,573, § 3, 6-30-87)

### **Sec. 33.1-88. - Solicitation or acceptance of gifts.**

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The city may recover the value of anything conveyed in violation of this section.

(Ord. No. 33,095, § 1, 9-11-84)

### **Sec. 33.1-89. - Disclosure of subsequent employment.**

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the city unless the employee, or former employee, provides written notification to the city manager prior to commencement of employment by that bidder, offeror or contractor.

(Ord. No. 33,095, § 1, 9-11-84)

**Sec. 33.1-90. - Gifts by bidders, offerors, contractors or subcontractors.**

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

(Ord. No. 33,095, § 1, 9-11-84)

**Sec. 33.1-91. - Kickbacks.**

1. No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
2. No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.
3. No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
4. If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the city and will be recoverable from both the maker and recipient.

Recovery from one offending party shall not preclude recovery from other offending parties.

(Ord. No. 33,095, § 1, 9-11-84)

**Sec. 33.1-92. - Purchase of building materials, supplies or equipment from architect or engineer prohibited.**

Except in cases of emergency, no building materials, supplies or equipment for any building or structure constructed by or for the city shall be sold by or purchased from any person employed as an independent contractor by the city to furnish architectural or engineering services, but not construction, for such building or structure, or from any partnership, association, or corporation in which such architect or engineer has a pecuniary interest.

(Ord. No. 33,095, § 1, 9-11-84)

**Sec. 33.1-92.1. - Participation in bid preparation; limitation on submitting bid for same procurement.**

No person who, for compensation, prepares an invitation to bid or request for proposals for or on behalf of the city shall:

- i. Submit a bid or proposal for that procurement or any portion thereof; or
- ii. Disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the city may permit such person to submit a bid or proposal for that procurement or any portion thereof if the city determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the city.

(Ord. No. 43,223, § 2, 9-9-08)

**Sec. 33.1-92.2. - Certification of compliance required; penalty for false statements**

1. The city may require public employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions a written certification that they complied with the provisions of this article.
2. Any public employee required to submit a certification as provided in subsection (1) who knowingly makes a false statement in the certification shall be punished as provided in section 33.1-95.

(Ord. No. 43,223, § 2, 9-9-08)

**Sec. 33.1-92.3. - Misrepresentations prohibited.**

No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry.

(Ord. No. 43,223, § 2, 9-9-08)

**Sec. 33.1-93. - Penalty for violation.**

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

(Ord. No. 33,095, § 1, 9-11-84)

**State Law reference— Similar provisions, Code of Virginia, § 11-80.**

Sec. 33.1-94—33.1-100. - Reserved.

Initial: \_\_\_\_\_

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## Attachment C: Nondiscrimination

### **Sec. 33.1-53. - Employment discrimination by contractor prohibited.**

Every contract over one thousand dollars (\$1,000.00) shall include or incorporate by reference the following provisions:

1. During the performance of this contract, the successful bidder agrees as follows:
  - a. The successful bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, political affiliation, whistleblower activity, parental status, military service or any other characteristic protected by federal or state law. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The successful bidder, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder, will state that such successful bidder is an equal opportunity employer.
  - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The successful bidder will include the provisions of the foregoing paragraphs a, b, and c in every sub successful bidder or purchase order of over ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each sub successful bidder or vendor.

Initial: \_\_\_\_\_

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## Attachment D: Debarment Certification

### Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

#### I. CERTIFICATION.

The offeror certifies, to the best of its knowledge and belief, that—

(i) The offeror and/or any of its Principals—

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal, state or local agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state or local agency.

“Principals,” for the purposes of this certification, means officers; directors; City’s; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

#### II. INSTRUCTIONS.

- a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this IRFP. However, the certification will be considered in connection with a determination of the offeror’s responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.
- c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that

which is normally possessed by a prudent person in the ordinary course of business dealings.

- d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror/PPEs knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

### III. NOTICE.

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment E: Compliance with Federal Immigration Law

### 1. **CERTIFICATION.**

The offeror certifies, to the best of its knowledge and belief, that –

The offeror or any of its Principals at all times during which any term of the contract is in effect,  
(Please fill in with your enterprise's complete name)

---

does not and shall not knowingly employ any unauthorized alien. For purposes of this section, an "unauthorized alien" shall mean any alien who is neither lawfully admitted for permanent residence in the United States nor authorized to be employed by either Title 8, section 1324a of the United States Code or the U.S. Attorney General.

### 2. **INSTRUCTIONS.**

a. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

b. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

c. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

d. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

### 3. **NOTICE.**

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **Attachment F: Compliance with State Law – Authorization to Transact Business in the Commonwealth of Virginia**

### **I. CERTIFICATION.**

A. The offeror (Please fill in with your enterprise's complete name)

\_\_\_\_\_  
certifies that it is organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50.

The identification number issued to offeror by the State Corporation Commission:

\_\_\_\_\_  
B. Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall describe why it is not required to be so authorized:

### **II. INSTRUCTIONS.**

A. The offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

B. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the offeror's responsibility. Failure of the offeror to furnish a certification or provide such additional information as requested by the appropriate City purchasing official may render the offeror non-responsible.

C. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

D. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the City, the appropriate City purchasing official may terminate the contract resulting from this solicitation for default.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_